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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of

Raymond W. Clanton

Loren F. Selznick

For Construction Permit
for a New FM Station on
Channel 279A in El Rio,
California

MM DOCKET NO. 93-87

File No. BPH-911216MC

File No. BPH-911216MD

To: John M. Frysiak
Administrative Law Judge

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

1. Raymond W. Clanton ("Clanton") and Loren F. Selznick ("Selznick") hereby petition for approval of this Settlement Agreement, which provides for the following:

a. Grant of the above-captioned application of Selznick for a construction permit for a new FM station to operate on Channel 279A at El Rio, California.

b. Dismissal with prejudice of the above-captioned application of Clanton for a construction permit for a new FM station to operate on Channel 279A at El Rio, California.

c. Amendment of the above-captioned application of Selznick to substitute a new legal entity (the "Loray entity"), in which Clanton and Selznick each own a 50% interest, as the applicant.

2. The applications of Clanton and Selznick are mutually exclusive and are the only applications which have been filed for

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a construction permit for a new FM station to operate on Channel 279A at El Rio, California. Therefore, dismissal of the Clanton application will permit the application of Selznick (as amended) to be granted.

hearing will save substantial time and resources of the parties and the Commission and hasten construction of the FM station at El Rio, California.

7. In light of the foregoing, it is respectfully requested that this Joint Petition be granted, that the attached Agreement be approved, that the Clanton application be dismissed with prejudice, and that the Selznick application as amended be granted.

Respectfully submitted,

Peter Tannenwald
Peter Tannenwald
Susan A. Marshall

Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5337
(202) 857-6000

Counsel for Loren F. Selznick

Jerrold D. Miller
Jerrold D. Miller
John S. Neely

Miller & Miller, P.C.
1990 M Street, N.W.
Suite 760
Washington, D.C. 20036
(202) 785-2720

Counsel for Raymond W. Clanton

Date: April 21, 1993

AGREEMENT

THIS AGREEMENT is entered into this 21st day of April, 1993, by and between Raymond W. Clanton ("Clanton") and Loren F. Selznick ("Selznick").

WHEREAS, Clanton has filed an application with the Federal Communications Commission ("FCC") for a construction permit for a new FM station to operate on Channel 279A at El Rio, California, FCC File No. BPH-911216MC, and

WHEREAS, Selznick has filed an application with the FCC for a construction permit for a new FM station to operate on Channel 279A at El Rio, California, FCC File No. BPH-911216MD, and

WHEREAS, the applications of Clanton and Selznick are mutually exclusive in that only one can be granted consistent with the rules and regulations of the FCC, and

WHEREAS, the FCC has announced that both Clanton and Selznick are qualified to construct and operate FM stations as proposed in their respective applications and that a selection between their applications will be made in a comparative hearing to convene on August 17, 1993, and

WHEREAS, Clanton and Selznick would rather join together in a common business venture in an application that should be granted by the FCC than risk denial of either application after a comparative hearing,

NOW, THEREFORE, in consideration of the promises and covenants exchanged herein, Clanton and Selznick hereby agree as follows:

1. On or before April 21, 1993, Clanton and Selznick will jointly petition the FCC to remove their applications from the August 17, 1993 hearing and to grant the application of Selznick.

2. As soon as practicable after the submission of the joint request, Selznick will amend her application to substitute a new legal entity (the "Loray entity") in which Clanton and Selznick each hold fifty percent (50%) of both equity and voting

one percent (1%) for the sum of one dollar (\$1.00) exercisable any time during the first six (6) months after the El Rio FM station begins operating under program test authority.

4. Regardless of the reason, if the Selznick application, as amended, is designated for hearing or has not been granted by the FCC or such grant has not become a final order beyond administrative or judicial review by one hundred eighty (180) days after the joint petition for approval of this Agreement is filed with the FCC, either party not then in breach of this Agreement may terminate this Agreement without liability to the other and may request that its application be returned to pending status and processed.

5. The parties to this Agreement agree to vigorously pursue FCC approval of this Agreement, the grant by the FCC of the application at El Rio to the Loray entity, including responding to any requests by the FCC for information and the filing of any required documents; provided, however, that neither party shall be required to appear as a party in any FCC hearing. Each party shall bear its own expenses, including legal fees, in carrying out this Agreement; provided, however, that any fees levied by the FCC shall be divided equally between Clanton and

6. The parties to this Agreement agree that the FM opportunity contemplated by this Agreement is unique and irreplaceable. Therefore, in the event of a breach by either party, the other party shall be entitled to seek judicial relief in the form of an order for specific performance.

7. Clanton warrants that he is the sole person with any interest in his application and that he is under no restriction or other legal impediment to entering into and carrying out this Agreement. Selznick warrants that she is the sole person with any interest in her application and that she is under no restriction or other legal impediment to entering into and carrying out this Agreement.

8. Any notices under this Agreement shall be given by first class or more rapid delivery class of United States mail, postage prepaid, return receipt requested, addressed as follows:

If to Clanton:

Raymond W. Clanton
P.O. Box 20213
Village Oak Creek, Arizona 86341

With copy to:

Miller & Miller, P.C.
P.O. Box 33003
Washington, D.C. 20033

If to Selznick:

Loren F. Selznick
67 East 11th Street
Apartment 401
New York, New York 10003

With copy to:

Peter Tannenwald, Esquire
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5139

9. This Agreement, except where governed by federal law, shall be construed in accordance with the laws of the State of California applicable to transactions conducted entirely within that state.

10. This Agreement represents the entire agreement between the parties with respect to the subject matter contained in the Agreement and may be amended only in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.


Raymond W. Clanton


Loren F. Selznick

4-21-93

APR-21-1993 16:47 FROM JACKSON & KELLY

TO

98576062 P.02

04/21/93

02:52

ARENT FOX KINTNER PLOTKIN & KAHN

NO. 396

P009

With copy to:

Peter Tannenwald, Esquire

DECLARATION OF LOREN F. SELZNICK

LOREN F. SELZNICK hereby states as follows:

1. I am an applicant for a construction permit for a new FM station to operate on Channel 279A at El Rio, California, FCC File No. BPH-911216MD.
2. I have agreed to assign a fifty percent (50%) interest in my application to Raymond W. Clanton ("Clanton") in return for the dismissal of his application, File No. BPH-911216MC, that is mutually exclusive with my application.
3. My application was filed in good faith with the intent to construct an FM station at El Rio, California. I did not file my application for the purpose of effectuating a settlement, and indeed I was unaware of the application of Clanton when I filed. I began negotiating a settlement with Clanton last summer. I have agreed to a settlement because of the uncertainty of the outcome of a comparative hearing and because I believe that Clanton and I will be able to construct and operate the FM station at El Rio together as a joint venture.
4. I have not, directly or indirectly, paid or promised, or been paid or promised any consideration, monetary or otherwise, to or by Clanton or anyone else, in return for entering into my settlement with Clanton, except as set forth in my written settlement with Clanton.

04/21/93

02:53

ARENT FOX KINTNER PLOTKIN & KAHN

NO. 398

P011

The foregoing is true and correct and is stated under
penalty of perjury.

Executed on April 21, 1993

Lorent Beltrich

STATEMENT

I, Raymond W. Clanton state as follows:

1. I am an individual applicant for a construction permit for a new FM station on Channel 279A at El Rio, California, (FCC File

CERTIFICATE OF SERVICE

I, D. Angie Milaknis, hereby certify that on this 21st day of April, 1993, I have caused to be sent by first-class, United States mail, postage prepaid, or by hand delivery, copies of the foregoing **JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT** to the following:

Administrative Law Judge *
John M. Frysiak
Federal Communications Commission
Room 223
2000 L Street, N. W.
Washington, D.C. 20554

Paulette Laden, Esquire *
Hearing Branch
Enforcement Division
Mass Media Bureau
Federal Communications Commission
Room 7212
2025 M Street, N.W.
Washington, D.C. 20554

Jerrold D. Miller, Esquire
John S. Neely, Esquire
Miller & Miller, P.C.
1990 M Street, N.W.
Suite 760
Washington, D.C. 20036



D. Angie Milaknis

* By hand delivery